



Connecting you to trusted breast cancer information and a community of support.

**APPLICATION FOR CORPORATE SHOP TO SUPPORT INITIATIVE TO BENEFIT
LIVING BEYOND BREAST CANCER**

CORPORATION INFORMATION*

Company name ("Company"):	
Contact's name:	
Contact's title:	
Address, City, State ZIP:	
Email address:	
Daytime phone/Other phone:	

SHOP TO SUPPORT PRODUCT/PROMOTION DETAILS

Date(s) of promotion:	
Description of promotion:	
Outlets where the items will be sold:	
Is LBBC the only beneficiary? If no, please list other(s):	
How will the donation amount be determined? E.g., percentage of sales, flat amount, etc.	
Please describe the promotion:	
Please describe your plans to promote the shop to support effort:	
NOTE: Partner will share all promotional materials with LBBC when available. Use of the LBBC logo must be approved by LBBC.	
Please describe if and how LBBC's name/logo will be used in your marketing efforts:	
Please provide the financial details of the promotion (product pricing; sales projections; anticipated contribution to LBBC):	
NOTE: A minimum \$250 contribution is required to initiate this agreement. This amount will be credited against additional funds raised.	

If this Application by the Company is signed and subsequently approved by Living Beyond Breast Cancer (“LBBC”), this Application shall become a contract and shall be subject to the following terms and conditions:

1. The Company will carry out the promotion with high standards, professionalism, and good taste, and will do nothing to cause detriment to the reputation or goodwill of LBBC. The Company shall submit to LBBC for its prior written approval a copy of all publicity, announcements, and any other materials that include LBBC's name or logo (collectively, “Company Promotional Material”) prior to any use or distribution. LBBC may, in its sole discretion, disapprove any Company Promotional Material on the grounds that it is inconsistent with the image of LBBC or the charitable interests it serves or inaccurately represents the terms of this Agreement.

2. The Company’s Contribution will be paid to LBBC by the Company no later than thirty days after the promotion period. The Company’s Contribution will be paid in United States dollars and sent to:

Living Beyond Breast Cancer
40 Monument Rd., Suite 104
Bala Cynwyd, PA 19004
Attention: Vice President, Advancement

Concurrently with submission of the Company Contribution, Company shall furnish to LBBC a statement, certified by an authorized representative of the Company to be true and accurate, showing the number of items purchased as a result of the promotion. For all Individual Contributions collected, the Company shall provide LBBC with the individual donor’s name and address so that Individual Contributions can be properly acknowledged and substantiated for the individual donor’s tax purposes.

3. In performing its obligations under this Agreement, the Company will comply with all applicable federal, state and local laws and regulations including, but not limited to, all laws and regulations that regulate statements to the public concerning the amount of the Company Contribution. Each reference to the Company’s Contribution will specifically and accurately describe the Company’s Contribution (e.g., “the Company will contribute to LBBC XX% of the final sales price of [describe product]”).

4. The Company will not represent that LBBC is a producer, co-producer, sponsor or presenter of the promotion or the manufacturer, seller, or distributor of any product. State charitable solicitation laws require that LBBC’s written authorization is required for use of its name in connection with fundraising and cause-related marketing activities. Written authorization is effective when this Agreement is executed on behalf of LBBC.

5. This Agreement does not create any partnership, agency or joint venture relationship between the Company and LBBC, and neither LBBC nor the Company will make any representations to the contrary.

6. The Company may state in its promotional material that it will make the Company Contribution to LBBC as provided in Section 3 above. In connection with such statements and for no other purpose, and subject to the terms and conditions of this Agreement, LBBC grants to the Company a non-exclusive license to use the LBBC name and logo upon and in connection with the promotion starting as of the date this Agreement is signed by LBBC and ending upon the conclusion of the promotional period. The Company shall have no right to grant any sublicenses under this Agreement.

7. The Company shall maintain separate records with respect to the sale or distribution of any products at such as the Company’s principal office for at least three (3) years following the promotion, and LBBC or its authorized representatives shall have the right to examine and make necessary copies of such books and records during such period upon reasonable notice to the Company.

8. If LBBC determines, in its sole discretion, that the item or related activities could injure the goodwill or reputation of LBBC, LBBC may terminate this Agreement immediately by giving written notice to the Company. Upon the expiration of the promotion or sooner termination of this Agreement, the Company shall discontinue using the LBBC name and logo, all Company Promotional Material, and all other materials that reference the promotion.

9. The Company shall defend, indemnify, and hold harmless LBBC from all third party claims, liabilities, judgments, losses, costs, penalties, damages and expenses (including reasonable attorneys’ fees, whether or not

litigation is instituted) paid or incurred by LBBC by reason of any of the Company's activities relating to this Agreement or arising out of the Event/Fundraiser, including without limitation, any product liability or other claim of any kind related to the manufacture, sale, advertising, distribution, or use of any of the Company's products sold or distributed in connection with the Event/Fundraiser.

10 This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflict of laws.

I declare the information provided in this Application is true, correct and complete; I am authorized to enter into this Agreement on behalf of the Company, which intends to be legally bound by its terms.

[COMPANY NAME]

Signature of Authorized Representative

Date

Name:

Title:

The above Application from the Company is hereby approved and this Agreement between the Company and Living Beyond Breast Cancer is effective as of the date indicated below.

LIVING BEYOND BREAST CANCER

Signature of Authorized Representative

Date

Name:

Title:

*NOTE: LBBC will not approve an Application from any Company that (i) discriminates against any individuals or groups based on race, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation or sexual identity, or (ii) that promotes or encourages the use of tobacco, in any form, for personal consumption; excessive use of alcohol; or use of illegal drugs or abuse of prescription medications.

**N.B.: If Company is charging a ticket price for the Event/Fundraiser substantially in excess of the estimated fair market value of the goods and services to be provided to the attendee at the Event/Fundraiser, please consult with LBBC regarding the possibility that a portion of the ticket price may be tax deductible to the attendee.